

In re:  
Todd Allen Willman  
Wendy Sue Willman  
Debtors

Case No. 17-16590-pmm  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-4  
Date Rcvd: Jun 02, 2021

User: admin  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 13

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 04, 2021:

Recip ID	Recipient Name and Address
db/jdb	Todd Allen Willman, Wendy Sue Willman, 2945 Westminster Rd, Bethlehem, PA 18017-3300
smg	+ Bureau of Audit and Enforcement, City of Allentown, 435 Hamilton Street, Allentown, PA 18101-1603
smg	City Treasurer, Eighth and Washington Streets, Reading, PA 19601
smg	+ Dun & Bradstreet, INC, 3501 Corporate Pkwy, P.O. Box 520, Centre Valley, PA 18034-0520
smg	+ Lehigh County Tax Claim Bureau, 17 South Seventh Street, Allentown, PA 18101-2401
smg	+ Tax Claim Bureau, 633 Court Street, Second Floor, Reading, PA 19601-4300

TOTAL: 6

### Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Jun 03 2021 02:09:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946
smg	+ Email/Text: usapae.bankruptcynotices@usdoj.gov	Jun 03 2021 02:09:00	U.S. Attorney Office, c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404
NONE	+ Email/Text: broman@amhfcu.org	Jun 03 2021 02:09:00	American Heritage Federal Credit Union, 2060 Red Lion Road, Philadelphia, PA 19115-1699
cr	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Jun 03 2021 01:37:18	Capital One Bank (USA) N.A Cabelas Club Visa by Am, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
cr	+ Email/Text: mrdiscen@discover.com	Jun 03 2021 02:09:00	Discover Bank, Discover Products Inc, PO Box 3025, New Albany, OH 43054-3025
cr	Email/Text: camanagement@mtb.com	Jun 03 2021 02:09:00	M&T Bank, 1100 Wehrle Drive, Williamsville, NY 14221
cr	+ Email/PDF: gecsedl@recoverycorp.com	Jun 03 2021 01:35:24	Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021

TOTAL: 7

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr	*P++	M&T BANK, LEGAL DOCUMENT PROCESSING, 626 COMMERCE DRIVE, AMHERST NY 14228-2307, address filed with court:, Manufacturers & Traders Trust Company, 80 Holtz Drive, First Floor, Cheektowaga, NY 14225

TOTAL: 0 Undeliverable, 1 Duplicate, 0 Out of date forwarding address

District/off: 0313-4

User: admin

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**NOTICE CERTIFICATION**

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Jun 04, 2021

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

**The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 2, 2021 at the address(es) listed below:**

Name	Email Address
DAVID ALEXANDER BARNES	on behalf of American Heritage Federal Credit Union alexander.barnes@obermayer.com
DOUGLAS J. SMILLIE	on behalf of Creditor Manufacturers & Traders Trust Company dsmillie@flblaw.com ccharlton@flblaw.com
DOUGLAS J. SMILLIE	on behalf of Creditor M&T Bank dsmillie@flblaw.com ccharlton@flblaw.com
KEVIN G. MCDONALD	on behalf of Creditor Pennsylvania Housing Finance Agency bkgroup@kmlawgroup.com
LEON P. HALLER	on behalf of Creditor Pennsylvania Housing Finance Agency lhaller@pkh.com dmaurer@pkh.com;mgutshall@pkh.com
LYNN E. FELDMAN	on behalf of Debtor Todd Allen Willman feldmanfiling@rcn.com
LYNN E. FELDMAN	on behalf of Joint Debtor Wendy Sue Willman feldmanfiling@rcn.com
REBECCA ANN SOLARZ	on behalf of Creditor Pennsylvania Housing Finance Agency bkgroup@kmlawgroup.com
ROLANDO RAMOS-CARDONA	on behalf of Trustee FREDERICK L. REIGLE ecfmail@readingch13.com
SCOTT F. WATERMAN (Chapter 13)	ECFMail@ReadingCh13.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 11

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA  
READING DIVISION**

<hr/>	:	
<b>IN RE:</b>	:	<b>CHAPTER 13</b>
	:	
<b>TODD WILLMAN and</b>	:	<b>BANKRUPTCY NO.17-16590 (PMM)</b>
<b>WENDY WILLMAN,</b>	:	
	:	
<b>Debtors.</b>	:	
<hr/>	:	

**STIPULATION AND CONSENT ORDER BETWEEN DEBTORS AND AMERICAN  
HERITAGE FEDERAL CREDIT UNION REGARDING SURRENDER OF JAYCO RV  
CAMPER AND RELIEF FROM THE AUTOMATIC STAY**

This Consensual Stipulation and Agreed Order between Todd Willman and Wendy Willman (the "Debtors") and American Heritage Federal Credit Union ("American Heritage"), by and through their respective undersigned counsel, approving the Debtor's surrender of a 2016 Jayco RV trailer and granting American Heritage with relief from the automatic stay of 11 U.S.C. §362, to the extent applicable. In relation thereto, the parties stipulate and request the entry of an order as follows:

**WHEREAS**, on or about September 27, 2017, the Debtors filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "Code"); and

**WHEREAS**, on or about June 29, 2016, the Debtors entered into a certain Retail Installment Contract and Security Agreement ("Contract") with Fretz Enterprises, Inc. ("Seller") for the purchase of a 2016 Jayco J Feather 17 XFD RV trailer, Vehicle Identification Number 1UJBHBJ6G1JR0093 ("RV"); and

**WHEREAS**, on or about June 29, 2016, the Seller assigned its rights under the Contract to American Heritage; and

**WHEREAS**, American Heritage has a fully-perfected security interest in the RV; and

**WHEREAS**, the terms of the Contract require the Debtors to repay the sum of \$42,779.40 through 180 monthly payments of \$237.63 ("Monthly Payments"), commencing on July 29, 2016; and

**WHEREAS**, on or about May 14, 2018, the Debtors filed their Second Amended Chapter 13 Plan [D.I. 23] which was confirmed by Order of this Court dated June 5, 2018 [D.I. 26]; and

**WHEREAS**, on or about March 19, 2019, the Debtors filed their First Motion to Modify Plan after Confirmation [D.I. 47] and First Post-Confirmation Modified Chapter 13 Plan [D.I. 49], which was granted by Order dated April 11, 2019 [D.I. 53]; and

**WHEREAS**, on or about February 18, 2020, the Debtors filed their Second Motion to Modify Plan after Confirmation [D.I. 62] and Second Post-Confirmation Modified Chapter 13 Plan ("Plan") [D.I. 62], which was granted by Order dated March 16, 2020 [D.I. 68]; and

**WHEREAS**, Section 4(a) of the Plan provided for the claims of secured creditors; and

**WHEREAS**, the Debtors, pursuant to §4(e) of the Plan, did not elect to surrender the RV to American Heritage; and

**WHEREAS**, American Heritage has not received a Monthly Payment on the RV since September 25, 2020; and

**WHEREAS**, the Debtors no longer want to make Monthly Payments on the RV and now wish to surrender it to American Heritage;

**AND NOW**, each of the parties hereto, intending to be legally bound, hereby **STIPULATE, AGREE** and request **COURT APPROVAL** as follows:

1. The Debtors are authorized to surrender the RV to American Heritage.

2. The provisions of the automatic stay in the instant bankruptcy proceeding are hereby lifted to permit Amerian Heritage to proceed to exercise any and all rights it has under the Contract and any and all applicable laws with respect to the RV, including but not limited to selling the RV in a commercially reasonable manner.

3. The Debtors waive any right to redeem the RV that might exist under the Contract or applicable state law and any and all statutory redemption periods are hereby immediately terminated.

4. The fourteen (14) day stay pursuant to Federal Rule of Bankruptcy Procedure 4001(a)(3) is waived.

5. The Debtors shall provide American Heritage with the location of the RV and shall reasonably cooperate with the turnover of the RV to American Heritage, and that within fourteen (14) days of the date of this Order that Debtors are directed to turn the RV over to American Heritage or its designated agent(s) at a time, place and manner reasonably directed by American Heritage.

6. Any deficiency on the Contract remaining after the disposition of the RV shall constitute an unsecured claim for which American Heritage may file an amended Proof of Claim.

7. By executing this Consensual Stipulation and Agreed Order, the representatives of each of the parties hereto represent to each other and to the Court that they have the authority to execute and effectuate this settlement on behalf of their respective clients.

8. This Consensual Stipulation and Agreed Order shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

9. This Consensual Stipulation and Agreed Order shall be binding upon and inure to the benefit of the successors and assigns or the parties hereto and may be executed in multiple



original counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

10. Those remaining terms of the Contract, not inconsistent with the provisions of this Consensual Stipulation and Agreed Order, shall continue to remain in full force and effect.

SO ORDERED THIS 1st DAY OF June, 2021

BY THE COURT:



Honorable Patricia M. Mayer  
United States Bankruptcy Judge

WE HEREBY CONSENT TO THE ENTRY OF THE ABOVE ORDER WITH FULL AUTHORIZATION FROM OUR RESPECTIVE CLIENTS:

AMERICAN HERITAGE FEDERAL CREDIT UNION

Dated: May 24, 2021

By: 

D. Alexander Barnes, Esquire  
Obermayer Rebmann Maxwell & Hippel LLP  
Centre Square West  
1500 Market Street, Suite 3400  
Philadelphia, PA 19102  
Tel.: (215) 665-3184  
Cell: (610) 506-8000  
Facsimile: (215) 665-3165  
Email: alexander.barnes@obermayer.com

Counsel to American Heritage Federal Credit Union

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TODD WILLMAN AND WENDY WILLMAN

Dated: 5/24, 2021

By: Lynn E. Feldman  
Lynn E. Feldman, Esquire  
FELDMAN LAW OFFICES, P.C.  
2310 Walbert Ave., Suite 103  
Allentown, PA 18104  
Tel.: (610) 530-9285  
Facsimile: (610) 437-7011  
Email: feldmanfiling@rcn.com

Counsel for Debtors